

A. G. Contract No. KR98 2598TRN
ADOT ECS File No. JPA 98-201
Project: H5212 01X
Section: SR-68 @ Aztec

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
MOHAVE COUNTY

THIS AGREEMENT is entered into 10 February 1999,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and MOHAVE COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS
(the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. Incident to the improvement project contemplated by the County to Aztec Street near the intersection of SR-68, the State has requested the County design and construct a right turn lane from SR-68 to Aztec Street. The construction of the right-turn lane is estimated at \$12,500.00, all at State expense, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22981
Filed with the Secretary of State
Date Filed: 02/10/99

Petrey Bayless
Secretary of State

By: Wicky J. Gruenewald

II. SCOPE OF WORK

1. The County will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate State review comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the County.

c. After bid opening but prior to the award of a Project construction contract, invoice the State for the cost of the Project, in an amount currently estimated at \$12,500.00.

d. Upon completion, approve and accept the Project as complete on behalf of the parties hereto, and provide maintenance to Aztec Street outside the State right-of-way.

2. The State will:

a. Review the design documents and provide comments.

b. Retain the right to cancel the Project in the event of excessive cost. Be responsible for all costs associated with the Project, in an amount currently estimated at \$12,500.00, and for any contractor claims for extra compensation attributable to the State.

c. Within 30 days after receipt of an invoice, pay the County for the cost of the Project, in an amount currently estimated at \$12,500.00

d. Upon completion and acceptance of the Project by the County, provide maintenance to SR-68 inside the State right-of-way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

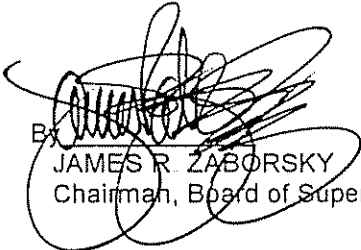
Mohave County
County Manager
PO Box 7000
Kingman, AZ 86401

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

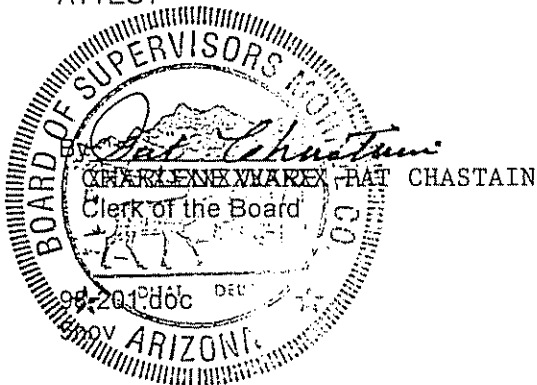
MOHAVE COUNTY

STATE OF ARIZONA
Department of Transportation

By 
JAMES R. ZABORSKY
Chairman, Board of Supervisors

By 
WILLIAM J. HIGGINS
Deputy State Engineer

ATTEST



RESOLUTION

BE IT RESOLVED on this 5th day of November 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Mohave County for the purpose of defining responsibilities for the design and construction of improvements to SR-68 at Aztec Street in the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

**MOHAVE COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 99-35**

WHEREAS, the Board of Supervisors of Mohave County met in Special Session this 19th day of January 1999, and

WHEREAS, Mohave County is improving Aztec Road from SR-68 to Shinarump Drive, and

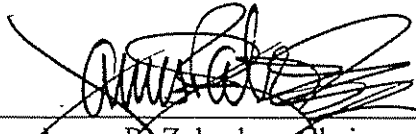
WHEREAS, the Mohave County Board of Supervisors has determined that it would be in the best interest of Mohave County to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for the purpose of defining responsibilities for the design and construction of improvements to SR-68 at Aztec Road, and

WHEREAS, ARS 11-952 empowers the Board of Supervisors of Mohave County to enter into agreements, and

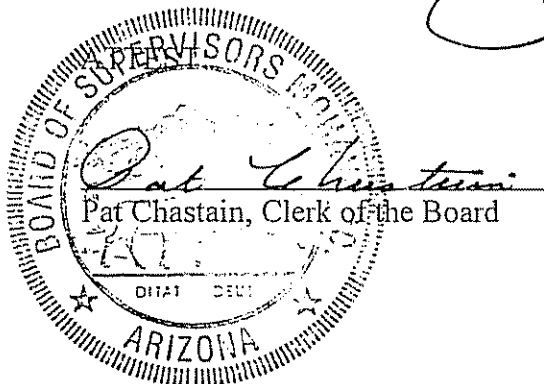
WHEREAS, James R. Zaborsky, Chairman of the Mohave County Board of Supervisors, is hereby authorized to execute the Intergovernmental Agreement and any amendments and/or modifications thereto on behalf of Mohave County.

PASSED, APPROVED AND ADOPTED this 19th day of January 1999.

MOHAVE COUNTY BOARD OF SUPERVISORS




James R. Zaborsky, Chairman



APPROVAL OF THE MOHAVE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and MOHAVE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 7 day of Jan, 1999.



County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-2598TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE February 3, 1999.

GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/18764

Enc.